



Registration of a Charge

Company Name: **BALHOUSIE HOLDINGS LIMITED**

Company Number: **SC278485**



XBDYERUB

Received for filing in Electronic Format on the: **05/10/2022**

Details of Charge

Date of creation: **28/09/2022**

Charge code: **SC27 8485 0015**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED (AS SECURITY AGENT)**

Brief description: **WORD TRADE MARK (TM NUMBER: UK00002513606) AND LOGO TRADE MARK (TM NUMBER: UK00002513605) IN FAVOUR OF THE COMPANY.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO EACH OTHER PART OF SUCH CHARGING INSTRUMENT.**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 278485

Charge code: SC27 8485 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th September 2022 and created by BALHOUSIE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2022 .

Given at Companies House, Edinburgh on 5th October 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

This Accession Deed is subject to and has the benefit of (i) an Intercreditor Agreement dated 4 September 2022 and made between, amongst others, (1) the Original Chargors, (2) the Security Agent and (3) the Secured Parties (as each such term is defined in the Debenture) and (ii) a Ranking Agreement dated on or around the date of this Accession Deed and made between, amongst others, (1) National Westminster Bank plc, (2) the Security Agent and (3) the Acceding Companies.

Accession Deed

THIS ACCESSION DEED is made on

28 September 2022

BETWEEN

- (1) **EACH COMPANY LISTED IN SCHEDULE 1** (each an **Acceding Company**);
- (2) **SELBA VENTURES LTD** (the **Borrower**); and
- (3) **KROLL TRUSTEE SERVICES LIMITED** (as Security Agent for the Secured Parties (as defined below) (the **Security Agent**)).

BACKGROUND

This Accession Deed is supplemental to a debenture dated 4 September 2022 and registered at Companies House on 9 September 2022 and made between (1) the Chargors named in it and (2) the Security Agent (the **Debenture**).

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

(a) **Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) **Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2 ACCESSION OF THE ACCEDING COMPANY

(a) **Accession**

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) **Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding

Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of Security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part 2 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part 3 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part 4 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part 5 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part 6 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets*).

- (ii) the Charged Securities listed in Part 2 of Schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in any entity (excluding the share capital of Balhousie Care Limited and Advanced Specialist Care Limited) and constitute the entire share capital of each such company; and
- (iii) Part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Real Property located in Scotland) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Borrower (as agent for the Parent and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3 CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4 THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5 NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6 COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7 GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Borrower as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Borrower.

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Balhousie Holdings Limited	SC278485	Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA
Balhousie Care Limited	SC166652	Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA
Advanced Specialist Care Limited	SC096630	Balhousie Care Group, Earn House, Lamberkine Drive, Perth, PH1 1RA

SCHEDULE 2 TO THE ACCESSION DEED**Details of Security Assets owned by the Acceding Companies****Part 1 - Real Property**

Registered land			
Acceding Company	Address	Administrative Area	Title number
None as at date of this Accession Deed			

Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
None as at date of this Accession Deed				

Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
None as at date of this Accession Deed				

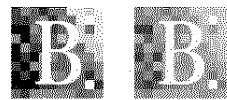
Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Balhouses Holdings Limited		Bank of Scotland PLC	

Collection Accounts				
Account Holder	Account Number	Account Bank	Account bank branch address and sort code	
Balhouses Holdings Limited		Coutts & Company		
Balhouses Holdings Limited		Coutts & Company		
Balhouses Holdings Limited		Coutts & Company		
Balhouses Holdings Limited		Coutts & Company		
Balhouses Holdings Limited		Coutts & Company		
Balhouses Holdings Limited		Coutts & Company		

Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text


Balhouses Holdings Limited	UK00002513605	United Kingdom / granted	43 and 44	
Balhouses Holdings Limited	UK00002513606	United Kingdom / granted	43 and 44	BALHOUSE

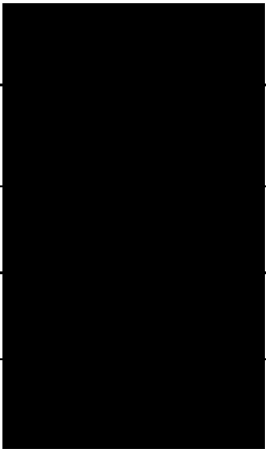
Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
None as at date of this Accession Deed		

Part 5 - Material Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
None as at date of this Accession Deed			

Part 6 - Insurances

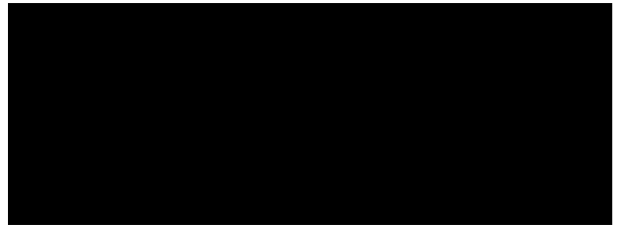
Acceding Company	Insurer	Policy number
Balhouses Holdings Limited	Royal & Sun Alliance Insurance Ltd	
Balhouses Holdings Limited	The New India Assurance Company Limited	
Balhouses Holdings Limited	Allianz Insurance PLC	
Balhouses Holdings Limited	Allianz Insurance PLC	
Balhouses Holdings Limited	Aviva Insurance Limited	
Balhouses Holdings Limited	Royal & Sun Alliance Insurance Ltd	
Balhouses Holdings Limited	Munich Re Specialty Insurance (UK) Ltd	
Balhouses Holdings Limited	American International Group UK Limited	
Balhouses Holdings Limited	C-Quence Technologies Limited	
Balhouses Care Limited	Royal & Sun Alliance Insurance Ltd	

Acceding Company	Insurer	Policy number
Balhousie Care Limited	The New India Assurance Company Limited	
Balhousie Care Limited	Royal & Sun Alliance Insurance Ltd	
Advanced Specialist Care Limited	Royal & Sun Alliance Insurance Ltd	
Advanced Specialist Care Limited	The New India Assurance Company Limited	
Advanced Specialist Care Limited	Royal & Sun Alliance Insurance Ltd	


EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

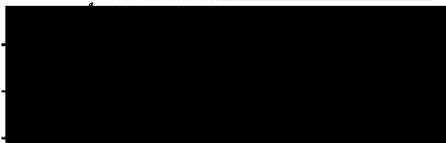
Executed as a deed, but not delivered until the)
first date specified on page 1, by **Balhousie**)
Holdings Limited acting by:)



Director LIEVEN BATEN

Witness signature 

Witness name: STEPHEN MITCHELL

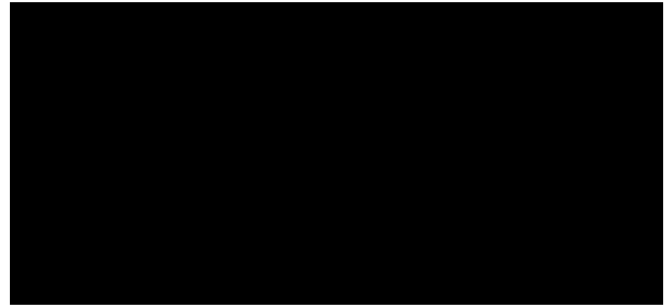
Witness address: 

Address: Registered office from time to time


Fax: None

Attention: Lieven Baten

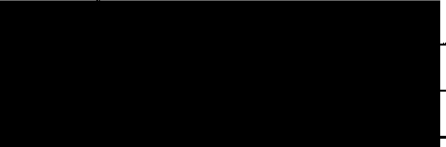
Executed as a deed, but not delivered until the
first date specified on page 1, by **Balhousie Care**
Limited acting by:



Director LIEVEN BATEN

Witness signature 

Witness name: STEPHEN MITCHELL

Witness address: 

Address: Registered office from time to time

Fax: None

Attention: Lieven Baten

Executed as a deed, but not delivered until the first date specified on page 1, by **Advanced Specialist Care Limited** acting by:

Director LIEVEN BATEN

Witness signature

Witness name:

Witness address:

Address: Registered office from time to time

Fax: None

Attention: Lieven Baten

THE BORROWER

Executed as a deed, but not delivered until the first date specified on page 1, by **Selba Ventures Ltd** acting by:)

Director LIEVEN BATEN

Witness signature

Witness name:

Witness address:

Address: Registered office from time to time

Fax: None

Attention: Lieven Baten

THE SECURITY AGENT
Paul Britton

Signed by _____ for and on behalf of)

KROLL TRUSTEE SERVICES LIMITED)

Signature

Address: The News Building, Level 6, 3
London Bridge Street, London, SE1 9SG

Fax: + 44 207 354 6132

Attention: Kroll Agency and Trustee
Services Limited (deals@ats.kroll.com)